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§8A–1502.

(a) If it is claimed or appears to the court that a rental agreement or park rule may be unconscionable, the court may give to the parties a reasonable opportunity to present evidence as to the meaning of the rental agreement or park rule, relationship of the parties, purpose, and other relevant factors to aid the court in making a determination.

(b) A park rule that does not apply uniformly to all residents in a park creates a rebuttable presumption of unfairness.

(c) In determining if a provision of a rental agreement or of a park rule is unconscionable the court may consider if the provision:

(1) Promotes the convenience, safety, or welfare of residents;

(2) Preserves from abusive use property of the park owner;

(3) Promotes a fair distribution of services or facilities held out to residents generally;

(4) Relates reasonably to its purpose;

(5) Applies to all residents in a fair manner;

(6) Are sufficiently explicit for a resident to comply; and

(7) Is for the purpose of evading an obligation of the park owner.

(d) If a court finds that any provision of a rental agreement or park rule is unconscionable, the court may:

(1) Refuse to enforce the rental agreement or park rule;

(2) Enforce the remainder of the rental agreement or park rule without the unconscionable provision; or

(3) Limit the application of any unconscionable provision as to avoid any unconscionable result.

(e) If the effect of any provision of a rental agreement is to indemnify the park owner, hold him harmless, or preclude or exonerate him from any liability to a mobile home resident, or to any other person, for any injury, loss, damage, or liability arising from any omission, fault, negligence, or other misconduct of the park owner on or about the leased premises not within the exclusive control of the mobile home resident, the provision is against public policy and void. An insurer may not claim a right of subrogation by reason of the invalidity of this provision.

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